

**MEMORANDUM OF UNDERSTANDING**  
between the  
Jack C. Montgomery VA Medical Center (VAMC)  
and  
Muskogee VA Regional Office (VARO)  
and  
14th Judicial District, Tulsa County Drug/DUI Court (TCDDC)

**Background:** Each year hundreds of veterans are charged with non-violent felony crimes within Tulsa County, Oklahoma. Many of these veterans have medical, mental health and other problems, including those related to their military service. Veterans, who are charged with non-violent felony crimes, often need rehabilitative services that are not otherwise available to them except through the Department of Veterans Affairs ("VA"). The 14th Judicial District, Tulsa County Drug/DUI Court has agreed to establish a Veterans Treatment Court in Tulsa to work with the VA to divert select members of this veteran population who are charged with non-violent felony crimes away from jail and into appropriate rehabilitative programs. The Veterans Treatment Court will operate as a unique sub-set of the existing Tulsa County Drug/DUI Court Program.

**Purpose:** The purpose of this Memorandum of Understanding ("MOU") between the Jack C. Montgomery VA Medical Center ("VAMC"), the Muskogee VA Regional Office ("VARO") and the 14th Judicial District, Tulsa County Drug/DUI Court ("TCDDC") is to establish the Tulsa County Veterans Treatment Court ("Veterans Treatment Court") which will provide interested veterans charged with non-violent felony crimes in Tulsa County with an opportunity to realize better outcomes in their contact with the criminal justice system through utilization of VA-sponsored rehabilitative programs.

**Authority:** The TCDDC has the authority to operate the Veterans Treatment Court as a unique Drug Court pursuant to Title 22 O.S.A. §471 *et al.* The VA has the authority to administer programs and provide healthcare to eligible veterans pursuant to Title 38 of the United States Code. This MOU is not intended to confer or create authority not already in existence for the parties.

**The Parties to this MOU agree as follows:**

1. The Veterans Treatment Court will include representatives of the TCDDC, particularly those members of the Drug/DUI Court Team, the VA, the District Attorney's Office and the Public Defender's Office who will assist in the planning, development and application of the same.
2. Veterans charged with non-violent felony crimes may be eligible to enter the Veterans Treatment Court program.

3. The Veterans Treatment Court is a voluntary program, which requires veterans charged with non-violent felony crimes to agree in writing during a hearing to enter into the Veterans Treatment Court.
4. The TCDDC shall be responsible for having the veteran-defendant sign all necessary forms provided by the Court, including those allowing a release of health information from the VA to the TCDDC and the veteran-defendant's current charges from TCDDC to the VA. The parties understand and agree that if the consent to release information is revoked by the veteran-defendant at any time, the VA will be unable to provide any information to the TCDDC pursuant to federal privacy laws.
5. The parties will collaborate and cooperate for the purpose of developing and implementing necessary forms to be utilized to fulfill the requirements of the Veterans Treatment Court and to create a viable data collection process for a review of the efficacy of the Veterans Treatment Court at the conclusion of the 1-year trial period.
6. The VAMC shall provide one Veterans Treatment Court liaison provider whose responsibilities shall include:
  - a. Obtaining and scanning into VA's Computerized Patient Record System ("CPRS") consents for Releases of Information between TCDDC and the VAMC for each veteran-defendant and verifying validity of the same prior to any disclosure;
  - b. Appearing at Veterans Treatment Court docket on a weekly basis to respond to court inquiries and assist with scheduling of treatment appointments;
  - c. Providing treatment status reports to the TCDDC on a regular basis as requested;
  - d. Assisting in treatment planning and placement for veteran-defendants;
  - e. Providing assistance to veteran-defendants with VA enrollment and eligibility determinations.
7. The Muskogee VARO shall provide one Veterans Treatment Court liaison whose responsibilities shall include:
  - a. Obtaining and filing in the veteran-defendant's claims record consents for Releases of Information between TCDDC and the VARO for each veteran-defendant and verifying validity of the same prior to any disclosure;
  - b. Appearing at Veterans Treatment Court docket on a weekly basis to respond to court inquiries and advise on available VA programs and benefits;
  - c. Provide assistance to veteran-defendants with VA benefits and program eligibility determinations.
8. The VAMC agrees to adopt the treatment recommendation proposed by the TCDDC independent evaluator on a regular basis as long as the treatment

recommendation is consistent with the VA's standard of care. If the VA is unwilling to adopt the treatment recommendation proposed by the TCDDC independent evaluator, the parties shall attempt to reach an agreement as to the proposed level of treatment to be provided by the VA; however, in the absence of such an agreement, TCDDC shall seek alternative treatment options existing within the community.

9. To preclude the appearance of or an actual conflict of interest, the TCDDC understands and agrees that the VA is not required to accept recommendations by a TCDDC independent evaluator that would result in a referral to the TCDDC independent evaluator's own agency/employer.
10. The parties understand and agree that the VAMC may provide an assessment of a veteran-defendant if the TCDDC independent evaluator is unable to do so; however, under no circumstances is a VAMC evaluator able to perform an assessment on a veteran-defendant while in custody. VA will not furnish hospital and outpatient care to a veteran-defendant who is an inmate in an institution of another government agency if that agency has a duty to give the care and services. 38 U.S.C. § 1710(h); 38 C.F.R. § 17.38(c)(5).
11. The TCDDC agrees that the referral for treatment shall be general as to the level of treatment and it is within the discretion of the VAMC to develop a specific treatment plan for each veteran-defendant. The VA shall provide treatment to the degree and duration needed in accordance with the standard of care.
12. The parties understand and agree that the VAMC may only provide treatment through programs and services the VAMC has available and to which a veteran is eligible and entitled to receive under federal law, and that the VAMC may be limited in its treatment options due to budget and availability of providers. The parties also understand and agree that veteran-defendants participating in the Veterans Treatment Court may not receive priority over veterans who are not participating in the Veterans Treatment Court.
13. The TCDDC agrees to locate alternative treatment options existing within the community if:
  - a. the veteran-defendant is not eligible for VA care,
  - b. the VAMC is unable to provide treatment within the time frame mandated by the Veterans Treatment Court,
  - c. the VAMC is unable to provide treatment at the level mandated by the Veterans Treatment Court,
  - d. the VAMC is unable to provide treatment for any other valid reason.
14. VAMC's authority to pay for care for a veteran-defendant at non-VA facilities is limited to those specific situations set forth in 38 U.S.C. §1703.

15. In order to assist in treatment planning, the TCDDC agrees to provide the VA with the veteran-defendant's criminal history and current charges at the time of referral to the VA.
16. The Veterans Treatment Court Mentor Program will be the responsibility of the TCDDC.
17. The parties shall not make any statements, representations or commitments of any kind, to bind another party except as expressly provided herein or otherwise agreed to by the parties in writing.

Confidentiality of Veteran Records: The VA medical and claims records are and shall remain the property of VA and shall not be removed or transferred from VA except in accordance with 5 U.S.C. §552a (Privacy Act), 38 U.S.C. §5701 (Confidentiality of Claimants Records), 5 U.S.C. §552 (FOIA), 38 U.S.C. §5705 (Confidentiality of Medical Quality Assurance Records), 38 U.S.C. §7332 (Confidentiality of Certain Medical Records) and federal laws, rules and regulations. Subject to applicable federal confidentiality and privacy laws, veterans or their designated representatives may have access to information from VA's records, upon request during normal business hours.

All individually identifiable health information shall be treated as confidential by the parties in accordance with all applicable federal, state, and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information, including, but without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Independent Contractors: For the purposes of this MOU, the relationship of the parties shall not be construed or interpreted to be a partnership, association, joint venture, or agency. The relationship of the parties is an independent contractor relationship and not agents, representatives, or employees of the other party. No party shall have the authority to make any statements, representations, or commitments of any kind or to take any action that shall be binding on another party, except as may be expressly provided for herein or authorized in writing.

Liability: Each party shall retain all the rights and remedies available under applicable Federal and state laws. Each party shall be responsible and liable for the errors and omissions of their employees, agents and representatives. VA employees performing under this MOU are covered by the Federal Tort Claims Act and do not carry separate insurance.

Notices: Any notices required or resulting from this MOU shall be in writing and made to the following:


Director, Jack C. Montgomery VAMC  
1011 Honor Heights Dr., Muskogee, OK 74401

Director, VA Regional Office  
125 S. Main Street, Muskogee, OK 74401

Director, 14th Judicial District, Tulsa County Drug/DUI Court  
111 W. 5<sup>th</sup> Street, Suite 720, Tulsa, OK 74103

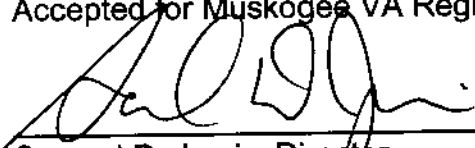
Term of Agreement: The term of this MOU is one (1) year commencing on December 8, 2008. Thereafter, for all parties who do not opt out by written notification to all parties, it will automatically renew for consecutive one (1) year terms commencing on November 20, 2008, of each year until amended. Any party may terminate its participation in this MOU at any time by providing written notice to all other parties not less than thirty (30) days prior to the effective date of such termination. If a party terminates its participation in the MOU, the parties agree to honor any and all agreements entered into with participating veteran-defendants until the conclusion of their criminal case.

Accepted for Jack C. Montgomery VA Medical Center:

  
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Adam C. Walmus, Director

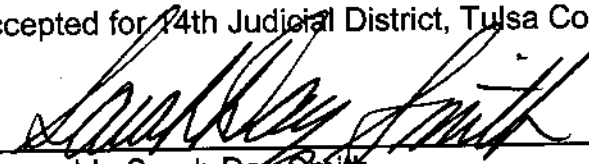
12/5/2008  
\_\_\_\_\_  
Date

Accepted for Muskogee VA Regional Office:

  
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Samuel D. Jarvis, Director

12/5/2008  
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Date

Accepted for 14th Judicial District, Tulsa County Drug/DUI Court:

  
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Honorable Sarah Day Smith

12/3/08  
\_\_\_\_\_  
Date